

Broyhill/Thomasville® Foam Toppers “Limited” Warranty Dealer Exchange Program

Model	Full Replacement	50% Trade-In	20% Trade-In
2” Broyhill Foam Topper	0 month thru 12 months	13 months thru 24 months	25 months thru 60 months
3” Broyhill Foam Topper			
4” Broyhill Foam Topper			
2” Broyhill Gellux Topper			
3” Broyhill Gellux Topper			
4” Broyhill Gellux Topper			
2” Thomasville Foam Topper			
3” Thomasville Foam Topper			
4” Thomasville Foam Topper			

Trade-In Value of Current Manufacturers Suggested Retail Price

Trade-In value means that Broyhill/Thomasville® or its authorized *Broyhill/Thomasville®* dealer will offer a credit of 50/20% of the current manufacturer’s suggested retail price for a defective component, this credit to be applied towards the purchase of a replacement component or complete bed from Broyhill/Thomasville® or its authorized dealer. See above chart to calculate trade in value.

Sales and use taxes, plus shipping and handling charges are the responsibility of the consumer. Consumer is required to deliver damaged product to the authorized *Broyhill/Thomasville®* dealer.

This warranty is between Broyhill/Thomasville® and the original purchaser and is valid only when accompanied by the original purchaser’s sales receipt showing original date of purchase and location of purchase. Replacements under this warranty revert back to the date of original purchase for future warranty.

Broyhill/Thomasville® or its authorized *Broyhill/Thomasville®* dealer can accept or reject warranty claims based on its findings. This warranty applies in normal residential use only. Broyhill/Thomasville® can make substitutions as required of materials, components, and sub-components of comparable value and utility. This warranty is limited to product repair or replacement (to be determined by Broyhill/Thomasville®).

This warranty assures that the foam core will not crumble, bow out, or become deformed. It DOES NOT APPLY TO tears, punctures, or cuts caused by accidents, abuse, improper installation of components, or any negligence by the consumer or user. It is understood that this does not include a normal increase of softness in the foam material or a decrease in the slow recovery feature which does not affect pressure relief.

Certain items are not covered by this warranty. These include, but are not limited to the following:

1. Components subjected to abuse including abuse intended to simulate failure.
2. Damages caused by shipper, dealer, or installation crew.
3. Any part which merely exhibits normal wear, yet functions essentially as new, including stretching of materials.
4. Broyhill/Thomasville® disclaims liability for any aspect of installation and any inconvenience caused by a defective part of a component.
5. Tears, punctures, or any damage caused by improper installation, moving of the bed or use.
6. Failures attributed to improper design or function of associated components not manufactured by Broyhill/Thomasville®.
7. Yellowing of the foam – this can occur naturally and does not affect the performance of the bed.
8. Items sold “as is” or floor models.
9. Body Impressions 2” deep or greater on only one side.
10. Comfort Preference.

To make a claim, return the defective part along with your original sales receipt to an authorized *Broyhill/Thomasville®* dealer. If there is not a dealer in your area, send a copy of the original sales receipt along with a brief description of the problem to: Broyhill/Thomasville®, 2440 Adie Rd., St. Louis, MO, 63043. All items must be sent postage prepaid along with \$25.00 to cover the cost of shipping & handling for items that can be sent with UPS. All other items will be charged the actual freight cost. Repairs or replacement will be made at the company’s option. This is the entire exclusive express limited warranty. The manufacturer neither makes nor is responsible for any other warranties, either expressed or implied, including those of retailing dealers. **Any and all liability for breach of warranty, as well as damages for incidental or consequential losses including but not limited to water damages, are expressly denied. Warranty return is limited to only the single affected component***

BROYHILL/THOMASVILLE®, 2440 ADIE RD, ST. LOUIS, MO 63043 Ph: 314-993-2693 12-4-17

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